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EXAMINER

HAMMOND III, THOMAS M

ART UNIT

PAPER NUMBER

3691

MAIL DATE

DELIVERY MODE

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

### Office Action Summary

**Application No.**

10/719,843

**Applicant(s)**

SADRE, MAMOUD

**Examiner**

THOMAS M. HAMMOND III

**Art Unit**

3691

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 27 December 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-22 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-22 is/are rejected.
- 7) ☒ Claim(s) 1-22 is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-946)
- 3) ☐ Information Disclosure Statement(s) (PTO/CDC)
- 4) ☐ Interview Summary (PTO-413)
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_
- Paper No(s)/Mail Date \_\_\_\_\_

## DETAILED ACTION

### ***Status of Claims***

1. This action is in reply to the application filed on 12/27/2007.
2. Claims 1-22 have been amended.
3. Claims 1-22 are currently pending and have been examined.

### ***\*\*Examiner Notice to Applicant\*\****

4. The Examiner would like to make note to the Applicant that although his response appears to be a bona fide attempt, it is non-compliant for various reasons as will be outlined below. However, due to time constraints and in order to avoid abandonment of the application, the Examiner will afford the courtesy of examining the response on the merits. The Applicant is reminded that ALL grounds of rejection should be addressed in the response by the Applicant, corrections made when necessary, and amendments properly notated, in order to advance prosecution.

### ***Previous Claim Objections***

5. Claims 1-10 were objected to for minor informalities.
6. As per independent claims 1 and 10 and subsequent respective dependent claims, the applicant recites claim to multiple patentable subjects in a single claim. The Examiner appreciates the Applicant's prompt attention to these deficiencies and hereby withdraws such objections.

### ***Claim Objections***

7. As per claims 1-22, the applicant's recitation of the claimed invention is replete with grammatical and formal issues, including punctuation and grammar. Please review and make appropriate corrections where necessary.

### ***Claim Rejections - 35 USC § 112***

8. The following is a quotation of the second paragraph of 35 U.S.C. 112:

*The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.*

9. Claims 2, 5-6, 8-12, 15, and 19-20 are continually rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. The Applicant has failed to address these rejections and therefore the rejections are again applied.

10. As per claim 2, the applicant recites the limitation, "...represents branch product with common root with other branch product...". Because of the grammatical incorrectness of this limitation, it is unclear what the relationship, and in turn the patent protection sought, is between the branch product, the common root, and the other branch product. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

11. As per claims 5 and 15, the applicant recites the limitation, "...for lot size and measure...". It is unclear what the contract term, measure, is referring to. It therefore renders the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

12. As per claim 6, the applicant recites the limitation, "...the marketplace...". There is a lack of antecedent basis for this limitation in the claim.

13. As per claim 8, the applicant recites the limitation, "...cash based performance bond...". There is a lack of antecedent basis for this limitation in the claim. Additionally, the applicant recites the limitation, "...comprising automatic adjustment...". It is unclear what the automatic adjustment is referring to. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

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14. As per claim 9, the applicant recites the limitation, "...if particular condition of contract is absent." The limitation does not positively set forth what the applicant claims as his/her invention, therefore rendering the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

15. As per claim 10, the applicant recites the limitation, "...the general condition...". There is a lack of antecedent basis for this limitation in the claim.

16. As per claim 11, the applicant recites the limitation, "...the base product...". There is a lack of antecedent basis for this limitation in the claim.

17. As per claim 12, the applicant recites the limitation, "...technically equivalent...". The applicant does not clearly define the meaning of technically equivalent. The examiner is unable to ascertain the scope of the claim. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light. Additionally, the applicant recites the limitation, "...if no changes in contract specification is made." The limitation does not positively set forth what the applicant claims as his/her invention, therefore rendering the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

18. As per claims 19-20, the applicant recites the limitation, "...any non-standard/standard contract...". This claim language renders the scope of the claim indeterminate, as it appears to have no bounds. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light. Additionally, the applicant recites the limitation, "...special case...". It is unclear what the definition of a special case is. It therefore renders the scope of the claim unascertainable. For the purposes of examination, the examiner will interpret this limitation in its broadest reasonable light.

19. Furthermore, the Applicant's amendments to the claimed invention have necessitated new grounds of rejection, under 35 U.S.C. 112, second paragraph. Accordingly, claims 1, 3-5, and 7-8 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

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20. With regard to claim 1, the Applicant recites the limitation, "properties that may change depending on application". The Applicant has not positively set forth this limitation, indicating that it may or may not happen. Such language and interpretation is considered vague and indefinite. For the purposes of examination, the Examiner will interpret this limitation as a variable contract.

21. With regard to claim 3, the Applicant recites the limitation, "as the root product changes". There is a lack of antecedent for this limitation, as recited.

22. With regard to claims 4 and 5, the Applicant recites similar language to claim 1, again not positively setting forth the limitation. Additionally, the Applicant recites the limitation, "as root products change", in claim 5. There is a lack of antecedent for this limitation, as recited.

23. With regard to claims 7 and 8, the Applicant recites the limitation, "as products change". There is no antecedent basis for this limitation, as recited.

### ***Claim Rejections - 35 USC § 102***

24. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

25. A person shall be entitled to a patent unless –

*(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.*

26. Claims 1-5 and 7 are rejected under 35 U.S.C. 102(e) as being anticipated by *Dalal et al.*, US Patent Publication No. 2008/0040289.

#### **As per claim 1**

##### ***Dalal teaches:***

- Means of establishing a general condition of contract, remaining unchanged throughout contract life (see at least page 2, paragraphs 24-26)
- Means of establishing a particular condition of contract containing properties that may change depending on application (see at least page 2, paragraphs 24-26)
- Means of creating a contract based on semi standard product (see at least page 2, paragraphs 24-26)



**As per claims 2-5**

***Dalal teaches the method of claim 1, as described above.***

***Dalal further teaches:***

- Wherein the contract represents product branches with common root which are inter-changeable (see at least page 6, paragraphs 60-61)
- Wherein the contract terms of minimum and maximum price fluctuation are set and are automatically modified as the root product changes (see at least page 3, paragraph 27)
- Wherein the contract terms of delivery notice day may change as contract delivery date changes (see at least page 2, paragraph 25)
- Wherein the contract terms for lot size and measure may change as root products change (see at least page 3, paragraph 28)

**As per claim 7**

***Dalal teaches the method of claim 1, as described above.***

***Dalal further teaches:***

- Wherein the contract terms for trading contracts containing minimum fluctuation of price and daily limits of price change as branch products change (see at least page 3, paragraphs 27-28)

### ***Claim Rejections - 35 USC § 103***

27. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

*(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.*

28. Claim 6 is rejected under 35 U.S.C. 103(a) as being unpatentable over *Dalal et al.*

#### **As per claim 6**

***Dalal teaches the method of claim 1, as described above.***

***Dalal does not teach:***

- Wherein the non-US Dollar currency of price quote will change as the marketplace changes

*However, the Examiner takes OFFICIAL NOTICE that currency exchange rates and systems for calculating current exchange rates are old and well known in the art of finance and trading. Furthermore, it would have been obvious to one of ordinary skill in the art, at the time of the invention, to include this well known feature in the disclosure of Dalal, as it was readily available, technologically able, and capable of being used with the invention of Dalal with predictable results, as is commonly done in multi-currency trading industries.*

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29. Claims 8-9 are rejected under 35 U.S.C. 103(a) as being unpatentable over *Dalal et al.*, in view of, *Turbeville et al.*, *US Patent Publication No. 2001/0027437*.

**As per claim 8**

***Dalal teaches the system of claim 1, as described above.***

***Dalal does not teach:***

- Wherein cash based performance bond is employed as risk management tool; further comprising automatic adjustment as products change

***Turbeville teaches:***

- Wherein cash based performance bond is employed as risk management tool; further comprising automatic adjustment as products change (see at least page 5, paragraphs 56-57)

*However it would have been obvious to one of ordinary skill in the art, at the time of the invention, to add to the teachings of Dalal, the teachings of Turbeville. One would have been motivated to do so in order to provide a system to facilitate products and services, which are illiquid, to trade like a commodity and provide risk management (see at least Turbeville page 2, paragraphs 13-19).*

**As per claim 9**

***Dalal teaches the system of claim 1, as described above.***

***Dalal does not teach:***

- Wherein a product is considered to be standard commodity if no particular condition of contract is stipulated

***Dalal further teaches:***

- Wherein a product is considered to be standard commodity if no particular condition of contract is stipulated (see at least page 5, paragraphs 56-57)

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*However it would have been obvious to one of ordinary skill in the art, at the time of the invention, to add to the teachings of Dalal, the teachings of Turbeville. One would have been motivated to do so in order to provide a system to facilitate products and services, which are illiquid, to trade like a commodity and provide risk management (see at least Turbeville page 2, paragraphs 13-19).*

**ADDITIONAL REJECTIONS**

In light of the vast grammatical and 35 U.S.C. 112, second paragraph issues, as outlined above, the Examiner has done his best to reasonably interpret the intended scope of the claimed invention and reminds the Applicant of the importance of clearly and properly setting forth his invention. The Examiner has interpreted claims 10-22 as encompassing substantially the same scope as claims 1-9. Accordingly, claims 10-22 are rejected in substantially the same manner as claims 1-9. The Examiner further recognizes the additional features of trading the contract as a financial instrument and setting price fluctuation limits based on moving averages. However, Turbeville, in at least page 1, paragraphs 7-10, discloses trading such contracts as a financial instrument. Additionally, setting price fluctuation limits based on moving averages is old and well known. The Examiner takes OFFICIAL NOTICE of such fact.

### ***Conclusion***

**THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Thomas M. Hammond III whose telephone number is 571-270-1829. The examiner can normally be reached on Monday-Thursday, 7:00AM - 5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Thomas M Hammond III

Patent Examiner, Art Unit 3691

US Patent & Trademark Office

03-30-2008

/Hani M. Kazimi/

Primary Examiner, Art Unit 3691